



DELAWARE HEALTH  
AND SOCIAL SERVICES  
DIVISION OF  
MANAGEMENT SERVICES  
1901 N. DuPont Highway  
New Castle, DE 19720

**REQUEST FOR PROPOSAL NO. PSC-840**

**FOR**

**DELAWARE TRANSITIONAL  
WORK PROGRAM**

**FOR**

**THE DIVISION OF SOCIAL SERVICES  
1901 N. DUPONT HWY.  
LEWIS BUILDING  
P.O. BOX 906  
NEW CASTLE DE 19720**

Deposit  
Performance Bond

Waived  
Waived

**Date Due: December 23, 2008  
11:00 A.M. LOCAL TIME**

**A mandatory pre-bid meeting will be held on November 17, 2008 at 10:00 a.m. at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, First Floor Conference Room #198, 1901 North DuPont Highway, New Castle, DE 19720. "All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."**

## REQUEST FOR PROPOSALS PSC-840

Sealed proposals for the **Delaware Transitional Work Program** for the Division of Social Services, Delaware Health and Social Services, Herman M Holloway Campus, 1901 N. DuPont Highway, New Castle, DE 19720, will be received by the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, South Loop, Main Administration Building, Second Floor, Room #259, 1901 North DuPont Highway, New Castle, Delaware 19720, until **11:00 A.M. local time, on December 23, 2008** at which time they will be opened, read and recorded.

**A mandatory pre-bid meeting** will be held on **November 17, 2008 at 10:00 a.m.** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, First Floor Conference Room #198, 1901 North DuPont Highway, New Castle, DE 19720. **"All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."**

Two original and five copies of the proposal, in accordance with the attached request for proposals, must be received on or before:

**ALL PROPOSALS MUST BE SENT TO THE ATTENTION OF:**

Sandra Skelley, Procurement Administrator  
Division of Management Services  
Department of Health and Social Services  
Herman M. Holloway Sr., Campus  
1901 North DuPont Highway  
Main Building, Second Floor, Room 259  
New Castle, DE 19720

RFP Issue Date:           **November 3, 2008**

**Mandatory Pre-bid Meeting:**           **November 17, 2008 at 10:00 A.M.:**

Herman Holloway Campus  
Main Building – Room 198  
1901 N Dupont Highway  
New Castle, DE 19720

**All inquiries regarding this matter should be directed to:**

Ray Fitzgerald  
Executive Assistant, Director's Office  
1901 N Dupont Highway, Lewis Building  
P.O. Box 906  
New Castle, DE 19720  
Phone: (302) 255-9645  
Fax: (302) 255-4433

All RFP-PSCs can be obtained online at <http://www.state.de.us/dhss/rfp/dhssrfp.htm>. A brief "Letter of Interest" must be submitted with your proposal. Specifications and administration procedures may be obtained at the above office or phone (302) 255-9290.

**NOTE TO VENDORS:** Your proposal must be signed and all information on the signature page completed.

**IMPORTANT: ALL PROPOSALS MUST HAVE OUR SEVEN-DIGIT PSC# NUMBER ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.**

If you do not intend to submit a bid and you wish to be kept on our mailing list, you are required to return the face sheet with "**NO BID**" stated on the front with your company's name, address and signature.

FOR FURTHER BIDDING INFORMATION, PLEASE CONTACT:

SANDRA SKELLEY  
DELAWARE HEALTH AND SOCIAL SERVICES  
PROCRUEMENT BRANCH  
MAIN BLDG., 2<sup>ND</sup> FLOOR, ROOM #259  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR. HEALTH AND SOCIAL SERVICES CAMPUS  
NEW CASTLE, DE 19720  
PHONE: (302) 255-9290

The contract(s) resulting from this RFP shall be valid for the period of time as stated in the contract. There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

If a bidder wishes to request a debriefing, they must submit a formal letter to the Procurement Administrator, Delaware Health and Social Services, Main Administration Building, Second Floor, South Loop, 1901 North DuPont Highway, Herman M. Holloway Sr. Health and Social Services Campus, New Castle, Delaware, 19720, within ten (10) days after receipt of "Notice of Award". The letter must specify reasons for request.

**IMPORTANT: DELIVERY INSTRUCTIONS**

**IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.**

### Notification to Bidders

"Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these Additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid."

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## **I. INTRODUCTION**

### **a. Background**

The Department of Health and Social Services (DHSS) administers state and federally funded assistance programs for Delaware's needy citizens. Within DHSS, the Division of Social Services (DSS) is directly responsible for the operation and management of these programs, which include Temporary Assistance for Needy Families (TANF), Food Supplement Program, Medicaid, General Assistance, Subsidized Child Care, Employment and Training and Refugee Resettlement Assistance.

DSS' mission is to provide an integrated system of opportunities, services and income supports that enables recipients to:

- Develop self-sufficiency; and
- Achieve and maintain independence.

### **b. Program Overview**

DSS is seeking a Contractor with knowledge and expertise to provide services to the "Delaware Transitional Work Program for the Disabled". We estimate that we have between 700 and 800 TANF clients who would be considered disabled according to our agency guidelines.

The selected contractor will provide supportive services to disabled TANF recipients to ensure that TANF recipients with medical and/or psychiatric conditions have either an opportunity to transition from welfare to work and/or are re-directed to a more appropriate income assistance programs such as the Social Security Disability Program. The clients will be referred to the selected vendor by case workers in the DSS field offices. These services should include, but not be limited to the following:

- Reviewing medical information and other assessments for the purpose of determining clients' physical or mental limitations;
- Evaluating clients to separate them into one of 4 groups:
  - i. Can work without limitations (estimated at 10% of population to be served);
  - ii. Can work with accommodations (estimated at 40% of population to be served);
  - iii. Client has short term disability with finite end date (estimated at 30% of population to be served)
  - iv. Client has long term disability and is unable to work (estimated at 20% of population to be served);
- Referring clients who are able to work without limitations to appropriate Employment and Training program;
- Providing intensive case management services (including home based as needed) to clients who need accommodations to work. Clients in this group should be referred to the Division of Vocational

Rehabilitation to help prepare them to secure and maintain unsubsidized full-time employment (30 hours a week or more);

- Tracking and monitoring the status of clients who present with short-term disabilities for referral to Employment and Training vendor when the disability period expires;
- Providing intensive case management services (including home based as needed) to clients found to be unemployable (after assessment) as well as assisting and supporting clients' application for Social Security Administration (SSA) benefits.

The initial contract term will be from April 1, 2009 until December 31, 2009. DSS may, in its sole discretion, subsequently renew the contract four (4) times, subject to funding authority and satisfactory performance, for terms of up to one (1) year. This option to renew shall be exercisable solely and exclusively by DSS.

**c. Project Goals**

The goal of this program is to enable our disabled TANF clients to become self-sufficient by securing and maintaining sustainable employment.

**d. Proposal Review Process**

Vendors may bid on all or part of the project. Ideally, one vendor will provide both case management services and client assessments. However, DSS will consider proposals to perform case management services only or client assessments only. Analysis will include a comparison with other similar offers, provider past performance, where appropriate, and other performance/contract standards.

Funded proposals will be expected to provide, at a minimum, the services specified, at the cost proposed in the proposal. Negotiations will be required following the selection of Providers.

Proposals are considered the property of Delaware's TANF Program Team and will not be returned.

Prospective vendors should also be aware that they are competitors and should not discuss the contents of proposals with others. This is not meant to discourage in any way the submission of a proposal in partnership by multiple providers. If that is done, it must be identified in the proposal and stated at the Proposal Presentation by including representatives from the subcontracted agency(ies) in the Proposal Presentation process.

All services funded through this Request for Proposal (RFP), when viewed in their entirety, will be readily accessible to disabled individuals and will conform to all Equal Opportunity laws and regulations.



## **II. SCOPE OF SERVICES**

### **a. Referral**

The Vendor will provide services to participants under this contract who have an incapacity, are substance abusers or have any other impairment that prevents them from being employable utilizing a process documented in their submitted proposal. Part of the selected vendor's plan should include a review of, as well as suggest amendments to, the current DSS document used to verify disability to insure that all necessary medical information is presented at the time of referral (Form 184-See Appendix B). The selected vendor's submission should also include all information and documentation necessary to meet the goals of this program.

### **b. Assessment & Case Management**

The selected vendor will be responsible for providing intensive case management services (including home based as needed) to clients who need accommodations to support full-time employment (30 hours a week or more); whose disability needs to be tracked for a finite period of time; as well as clients assessed as unemployable and assisting and supporting them through application for Social Security Administration (SSA) benefits.

Provide intensive case management services (including home based as needed) to clients found to be unemployable (after assessment) as well as assist and support clients' application for Social Security Administration (SSA) benefits.

The selected vendor will also be responsible for assessing medical information for each client referred to their program for the purpose of determining their ability to work. The assessment should also identify and integrate relevant medical and mental health conditions.

### **c. Grouping**

The selected contractor will provide supportive services to incapacitated TANF recipients to ensure that TANF recipients with medical and/or psychiatric conditions transition from welfare to work and/or are directed to other appropriate income assistance programs. The clients will be referred to the selected vendor by case workers in the DSS field offices. These services should include, but not be limited to the following:

- Reviewing medical information and more detailed assessments for the purpose of determining clients' physical or mental limitations;
- Screen clients to separate them into one of 4 groups:
  - i. Can work without limitations (estimated at 10% of population to be served);
  - ii. Can work with accommodations (estimated at 40% of population to be served);

- iii. Client has short term disability with finite end date (estimated at 30% of population to be served)
- iv. Client has long term disability and is unable to work (estimated at 20% of population to be served);
- Refer clients who are determined able to work without limitations to appropriate Employment and Training program;
- Provide intensive case management services (including home based as needed) to clients who need accommodations to work. Clients in this group should be referred to the Division of Vocational Rehabilitation to help prepare them to secure and maintain unsubsidized full-time employment (30 hours a week or more);
- Track and monitor the status of clients who present with short-term disabilities for referral to Employment and Training vendor when the disability expires.
- Provide intensive case management services (including home based as needed) to clients found to be unemployable (after assessment) as well as assist and support clients' application for Social Security Administration (SSA) benefits.

#### **d. End Referral Activities**

The selected vendor will refer clients who obtain employment to the appropriate Keep a Job Vendors to provide job retention services to clients.

#### **e. Reporting and Monitoring**

An annual report on major program accomplishments and quarterly reports of actual results achieved are required. Monthly financial reports will be required. In addition, contractors will be required to submit participant success stories quarterly and as requested. The next several paragraphs describe the required Management Information and Reporting systems in support of this project.

#### **f. Payment**

The overall goals of this program are for TANF recipients with documented disabilities, with chronic substance dependency issues or any other impairment that prevents them from being employable to increase economic growth and achieve long-term economic independence by moving quickly from TANF to maintaining unsubsidized employment or by applying for and completing applications for Social Security Administration benefits.

Our preference is that contracts funded under this solicitation will be 100% performance based and pay providers only for successful outcomes, however, we are willing to consider proposals that are a combination of cost-reimbursement /performance hybrids with a strong emphasis on the performance payment points.

Proposals may also include reimbursement of funds that are necessary for the 'Direct Benefits to Participants' (also known as Supportive Services) which must be outlined by the selected vendor. It is expected that prospective vendors will budget sufficient supportive funds to enable participants to be successful.

Incentive payments are budgeted as part of supportive services. Contractors are expected to utilize incentives to reward participants' achievements.

The selected vendor will submit a per person price for each group of clients who participate in the Delaware Transitional Work Program keeping in mind that the goal of this program is sustainable unsubsidized employment for those who can work and Social Security Disability application for those who cannot.

The selected vendor is expected to build and maintain relationships with participants that result in mutual:

- Knowledge and understanding of contractor services and participant requirements,
- Efforts that result in the reduction/elimination of barriers to participation in the program,
- Efforts that result in placement and maintenance of participants' unsubsidized employment or work activities and job search activities appropriate for them.

For the purposes of this contract proposals should address the following when detailing the payment structure of their submissions including process, outcomes and time frames:

1. Case management services for up to 800 clients during the first year consistent with the following estimates:
  - a. Outreach and screening of clients (100%) **Mandatory**
  - b. Successful transfer (documented orientation referrals) to Employment and Training vendor for clients meeting referral criteria (10% of 800).
  - c. Development of a client treatment/employment/service plan. (90% of 800)
  - d. Tracking short-term disabilities and referral to appropriate Employment and Training vendors after disability expires (30% of 800).
  - e. Identify and refer clients who can work with accommodations to the Division of Vocational Rehabilitation. Monitor progress and refer to appropriate Employment and Training vendor once client can work with accommodations. (40% of 800).
  - f. Work with clients through the SSA application and appeal process who have long term disabilities and who after assessment are determined unable to work (20% of 800).
  - g. Coordinate with vendors receiving referrals and monitor clients who are referred.
2. Assessment services for up to 60% of the 800 disabled TANF clients who are screened and determined to be in need of accommodations or who have long term disabilities and are unable to work.
3. Price for full-time employment placement if employment services are offered (not required) and referral to job retention vendors.

4. Social Security for the following outcomes (20%):
  - a. Application completion;
  - b. Confirmation of approval for SSA benefits.

Identifying likely qualifiers and approval of Social Security benefits are the goals of this project and prospective vendors' payment structures should reflect that.

### **III. SPECIAL TERMS AND CONDITIONS**

#### Length of Contract

Contract period will begin on April 1, 2009 and end on September 30, 2010. DSS may, at its sole discretion, subsequently renew the contract four (4) times, subject to funding authority and satisfactory performance, for terms of up to one (1) year. This option to renew shall be exercisable solely and exclusively by DSS.

#### One Vendor to be selected

This bid will be awarded to a State-wide bidder who can serve 3 counties in the implementation and maintenance of providing employment related supportive services, as well as Social Security application support, to disabled TANF recipients

#### Subcontractors

If a subcontractor is going to be used, this needs to be specified in the proposal, with an identification of the subcontractor, the service(s) to be provided and its' qualifications to provide such service(s). Subcontractors will be held to the same requirements as the primary contractor. The contract with the prime contractor will bind sub or co-contractors to the prime contractor by the terms, specifications and standards of the concept planning document and any subsequent proposals and contracts. All such terms, specifications and standards shall preserve and protect the rights of the Agency under the concept planning document and any with respect to the services to be performed by the sub or co-contractor, so that the sub or co-contractor will not prejudice such rights. Nothing in the concept planning document shall create any contractual relation between any sub or co-contractor and the Agency.

#### Funding disclaimer clause

The Department of Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement without prior notice in the event the State determines that state or federal funds are no longer available to continue the contract.

#### Reserved Rights

Notwithstanding anything to the contrary, the Department reserves the right to:

- ◆ Reject any and all proposals received in response to this concept planning document.
- ◆ Select a proposal other than the one with the lowest cost.
- ◆ Waive or modify any information, irregularities, or inconsistencies in proposals received;
- ◆ Negotiate as to any aspect of the proposal with any bidder and negotiate with more than one bidder at the same time;
- ◆ If negotiations fail to result in an agreement within two (2) weeks, the Division of Social Services may terminate negotiations and select the next most

responsive and responsible bidder, re-advertise, prepare and release a new concept planning document, or take such other action as the Department may deem appropriate.

#### Contract Termination Conditions

The Department may terminate the contract(s) resulting from this request at any time that the contractor fails to carry out the provisions of the proposal or make substantial progress under the terms specified in this request and the resulting proposal.

The Department shall provide the contractor with thirty (30) days written notice of conditions endangering performance. If, after such notice, the contractor fails to remedy the conditions contained in the notice, the Department shall issue the contractor an order to stop work immediately and deliver all work in progress to the State. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

Upon receipt of not less than thirty (30) days written notice, the contractor may be terminated on a date prior to the end of the contract period without penalty to either party.

The contract may be terminated in whole or part:

- a. By the Department upon five (5) calendar days' written notice for cause or documented unsatisfactory performance.
- b. By either party without cause upon thirty (30) calendar days' written notice to the other party, unless a longer period is specified.

#### Contract Monitoring

The contractor will be monitored on a regular basis throughout the duration of the contract. Failure of the contractor to resolve any problem(s) identified in the monitoring may be cause for termination of the contract.

#### Method of Payment

Services will be compensated for based on a pay for performance basis. Invoices are to be submitted monthly for services completed in the preceding month.

The agencies involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt.

The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

#### IV. FORMAT AND CONTENTS OF BIDDER RESPONSE

Proposals should contain the following information, adhering to the order as shown.

##### Title Page

The Title Page shall include:

- ◆ The RFP PSC # and subject
- ◆ The name of the applicant
- ◆ The applicant's full address
- ◆ The applicant's telephone number
- ◆ The name and title of the designated contact person
- ◆ The bid opening date (state the date and time)

##### Table of Contents

The Table of Contents shall include a clear and complete identification of information presented by section and page numbers.

##### Qualifications and Experience

This section should contain sufficient information to demonstrate the organization's experience and staff expertise to carry out the project. A statement must be included that the organization either has or certifies it will secure a Delaware Business License prior to initiation of the project.

An organizational chart, company history and past performance must be included.

The specific professional individuals who will work directly on this program must be identified, along with the nature and extent of their involvement. The qualifications of those specific individuals need to be presented (resumes or other formats). Job descriptions are also required.

**This section should not be longer than two pages. Organizational chart, resumes, and job descriptions may be considered an attachment and not part of the two-page limit.**

##### Bidder References

The names and telephone numbers of at least three agencies/organizations for whom the organization carried out a similar project must be included. If no similar project has been conducted, other projects requiring comparable skills may be cited.

The bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three years, by State Department., Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the

final scoring of the bid. Failure to list any contract as required by the paragraph may be grounds for immediate rejection of the bid/termination of the contract (if awarded).

#### Proposed Methodology

This section should describe in detail the approach that will be taken to carry out the tasks listed in the Scope of Work. Specific completion dates for various tasks and subtasks must be shown in the work plan. The work plan shall outline specific objectives, activities, strategies and resources.

**The Proposed Methodology should not exceed 12 pages.**

#### Budget Proposal Format

The projected cost should be detailed using a line item budget format (agency can include budget form as an appendix).

The bidder should describe any factors that may have an impact on the contract cost and should provide a suggested payment schedule, contingent upon completion of various project tasks/performance achieved.

#### Forms

The *Bidders Signature Form* must be completed and signed by the appropriate authorized representative and included in the back portion of the submitted proposal. (NOTE: Failure to provide signatures to this form may be grounds for disqualification).

The *Certification Form* must be completed and signed by the appropriate authorized representative and included in the back portion of the submitted proposal. (NOTE: Failure to provide signatures to this form may be grounds for disqualification.)

The *Statement of Compliance Form* must be signed by the appropriate authorized representative and included in the back portion of the submitted proposal, to assure that he/she will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

The *standard boilerplate contract for the State of Delaware, Delaware Health and Social Services* is included as an appendix to the Request for Proposal. This boilerplate contract must be signed. This boilerplate takes precedence over all other elements of proposals submitted to include appendices. The bidder should review and specify any objections or comments in the proposal.

The *Medical Certification* is attached.

#### Appendices (if any)



## V. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

### Number of copies

Required: Two (2) signed originals and five (5) copies of your response the following inclusion is optional, at the program manager's discretion – as well as two (2) CD's with the entire Proposal Volume included as a single file in both Adobe PDF and MS Word formats. MPP and other special format files included in the proposal are also to be saved separately on the CD's so they can be viewed in their native software format. Include a directory document in MS Word format that includes a listing of all files included on the CD. This "CD Directory.doc" file shall contain each file name, short description of title and native software name. The second CD shall be a copy of the first, and all copies and CD's) as well as the signed originals and five (5) copies shall be submitted to:

Sandra Skelley, Procurement Administrator  
Division of Management Services  
Department of Health and Social Services  
1901 North DuPont Highway  
Main Building, Second Floor, Room 259  
New Castle, DE 19720

Proposals should be typed double-spaced on 8 1/2 x 11 paper, each page numbered, and each section of the proposal must be tabbed.

NOTE TO VENDORS: If you do not intend to submit a bid and you wish to be kept on the mailing list, you are required to return the face sheet with "NO BID" stated on the front with your company's name, address and signature.

### Closing Date

All responses must be received by no later than: **December 23, 2008; 11:00 A.M.**

Late submission is cause for disqualification. DO NOT RELY ON OVERNIGHT SERVICES FOR DELIVERY.

### Notification of Acceptance

Notification of acceptance will be made in writing to all bidders.

### Questions

All questions concerning this request must be in writing and directed only to: (Program Manager). Written questions must be submitted no later than **November 17, 2008** to:

Ray Fitzgerald  
1901 N Dupont Highway, Lewis Building  
P.O. Box 906  
New Castle, DE 19720  
Phone: (302) 255-9612  
Fax: (302) 255-4433

### Proposals Become State Property

All proposals become the property of the State of Delaware and will not be returned to the bidder. The State will not divulge the specific content of any proposal to the extent that the bidder identities would be disclosed. The content is privileged and confidential.

### Non-Interference Clause

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of the State of Delaware. The awarded bidder will not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award or in the future tense.

### Acceptance of Bids

DHSS reserves the right to accept or reject any or all proposals or any specific aspects of a proposal received in response to the concept planning document.

### Investigation of Bidding Contractor's Qualifications

DHSS may make such investigation as it deems necessary to determine the ability of the bidder to furnish the required services, and the bidder shall furnish such data as DHSS may request for this purpose.

### Request for Proposal and Final Contract

The contents of the Request for Proposal will be incorporated into the final contract(s) and will become binding upon the successful bidder(s). If the bidder is unwilling to comply with any of the requirements, terms and conditions of the Request for Proposal, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the State.

### Proposal and Final Contract

The content of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The contents of the successful proposal will be included by reference in the resulting contract. All prices, terms and conditions contained in the proposal shall remain fixed and valid for 150 days after the proposal due date.

### Amendments to Proposals

Amendments to proposals will not be accepted after the submission deadline for proposals has passed. The State reserves the right at any time to request clarification and/or further technical information from any or all bidders submitting proposals.

### Cost of Proposal Preparation

All costs of proposal preparation will be borne by the bidder agency.

### Proposed Timetable

The Department's proposed schedule for reviewing proposals is indicated below. The Department, in all cases, will determine the ultimate timing of events related to this procurement.

#### **EVENT**

#### **DATE**

RFP advertisement and issuance

**November 3, 2008 & November 10, 2008**

#### **Mandatory Pre-bid Meeting**

Attendance must be prompt  
sign in is required and those  
interested parties who sign in  
after 10:15 a.m. will not be  
authorized to submit a bid

**November 17, 2008; 10:00 A.M.**

**Herman Holloway Campus**

**Main Building – Room 198**

**1901 N Dupont Highway**

**New Castle, DE 19720**

Questions must be received in  
writing no later than:

**Bring all questions to the Pre-Bid  
meeting—typed—on November 17, 2008**

Responses to questions will be  
answered no later than:

**December 1, 2008**

Bid Opening

**December 23, 2008**

**11:00 A.M. LOCAL TIME**

***Bids will be publicly opened at the Procurement Branch, Main Administration Building, 198:***

Selection Meeting

**December 30, 2008 (tentative)**

Negotiations (if necessary)

**January 6, 2009 (tentative)**

Issue Award Notices

**January 13, 2009 (tentative)**

Sign Contract(s)

**January 27, 2009 (tentative)**

### Confidentiality and Debriefing

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the bidder pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals a bidder must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, 1901 N. DuPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request.

### Delaware Contract Language

This RFP contains a copy of the standard Departmental contract, which will be used for the agreement between the State and the winning bidder. The State will not entertain any modifications to the language of this document. By submitting a proposal to this RFP, the bidder agrees to be bound by the terms and conditions in that contract document.

## VI. SELECTION PROCESS

All proposals submitted in response to this Request for Proposal will be reviewed by a neutral, qualified, professional Selection Committee composed of the project coordinator and other appropriate Division representatives. The Selection Committee will review, score and rank each applicant's proposal. Upon completion of its review, the Committee shall make recommendations for award(s) based on the scoring process. The final selection of a CONTRACTOR or CONTRACTORS will be made by the Director of the Division of Social Services, based upon the recommendations of the Selection Committee. If necessary, oral reviews/ negotiations may be requested.

### Proposal Evaluation Criteria

Each proposal will be rated against review criteria corresponding to the items outlined below. Points will be awarded to each area:

<u>CRITERIA</u>	<u>Assigned Points</u>
*Meets Mandatory RFP Provisions	PASS/FAIL
Bidder's Experience and Expertise	40
Program Design	35
Budget	25
<b>Total</b>	<b>100</b>

Proposals submitted will be objectively reviewed against the following specific scoring criteria:

#### **Criterion A                      Bidder's Experience and Expertise (Total 40 points)**

The bidder must demonstrate sufficient background and experience in providing the services requested.

##### Personnel Questions

- ◆ What level of experience do the individuals assigned to the project have or what other experience that may be similar?
- ◆ Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the services requested?
- ◆ How extensive is the applicable education and experience of personnel?

##### Firm Questions

- ◆ Has the firm demonstrated experience in performing similar services on time/with good results and within budget?
- ◆ How successful is the general history of the firm regarding services and/or completion of projects?

- ◆ Has the bidder demonstrated a thorough understanding of the purpose and scope of the services?
- ◆ How well has the bidder identified pertinent issues and potential problems related to the services?
- ◆ Has the bidder demonstrated that they understand the expected outcomes?
- ◆ Has the bidder demonstrated that they understand the state's timetable and can meet it?

**Criterion B                      Proposed Methodology (Total 35 pts.)**

- ◆ Proposed services fit RFP needs.
- ◆ Does the methodology depict a logical approach to fulfilling the RFP requirements?
- ◆ Does the methodology match and contribute to achieving the RFP goals?
- ◆ Does the methodology full address requirements and capabilities of the RFP Scope of Services?

**Criterion C                      Cost (Total 25 Points)**

- ◆ The Contractor demonstrates that the proposed price is reasonable, realistic and will achieve project objectives.
  - Total costs
  - Staffing costs
  - Travel costs
- ◆ Follows budget guidelines.
- ◆ Plan for maintaining budget within the fixed price determined.
- ◆ How reasonable are the firm's cost estimates?

**Notification to all Bidders**

**Bidders shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware during the last three years, by State Department, Division, contact person (with address & telephone number), period of performance and amount of contract. The Selection Committee will consider these as additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources will be included in the Committee's deliberations and factored in to the final scoring of the proposal. Failure to list any contract as required by this paragraph will be grounds for immediate rejection of the proposal.**

Upon selection of a contractor, a Division of Social Services representative(s) will enter into negotiations with the bidder to establish a contract.

**Note Regarding Project Cost**

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in judgment of the Selection Committee, a lack of sufficient budgeted resources would jeopardize the successful completion of the project.

**F O R M S**  
(To be completed, signed and included in the proposal package)



STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

**BIDDERS SIGNATURE FORM**

**Name of Bidder** \_\_\_\_\_  
**Signature of Authorized Person** \_\_\_\_\_  
**Type in Name of Authorized Person** \_\_\_\_\_  
**Title of Authorized Person** \_\_\_\_\_  
**Street Name/Number** \_\_\_\_\_  
**City, State, and Zip Code** \_\_\_\_\_  
**Contact Person** \_\_\_\_\_  
**Telephone Number** \_\_\_\_\_  
**Fax Number** \_\_\_\_\_  
**Date** \_\_\_\_\_  
**Bidder's Federal Employers Identification No.** \_\_\_\_\_  
**Delivery Day/Completion Time** \_\_\_\_\_  
**F.O.B.** \_\_\_\_\_  
**Terms** \_\_\_\_\_

**THE FOLLOWING MUST BE COMPLETED BY THE VENDOR**

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY DELAWARE HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) \_\_\_\_\_ HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASES OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.





STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

**Certification Sheet**

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate \_\_\_an individual; \_\_\_a Partnership \_\_\_a non-profit (501 C-3) organization; \_\_\_a not-for-profit organization; or \_\_\_for Profit Corporation, incorporated under the laws of the State of\_\_\_\_\_.
- l. The referenced proposer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.

- n. They (check one): \_\_\_\_\_are; \_\_\_\_\_are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

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Violations and Penalties:

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Title of Official Representative

\_\_\_\_\_  
Type Name of Official Representative



STATE OF DELAWARE  
DELAWARE HEALTH AND SOCIAL SERVICES

**Statement of Compliance Form**

As the official representative for the CONTRACTOR, I certify on behalf of the agency that:

They will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

COMPANY NAME \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (Please print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL EI# \_\_\_\_\_

STATE OF DE BUSINESS LIC# \_\_\_\_\_

Note: Signature of the authorized representative must be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation \_\_\_\_\_

Partnership \_\_\_\_\_ Individual \_\_\_\_\_

For appropriate certification (WBE), (MBE), (DBE) please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965 Certification # \_\_\_\_\_ Certifying Agency \_\_\_\_\_

<http://www.state.de.us/omwbe>

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

CITY OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

## Definitions

**The following definitions are from the State Office of Minority and Women Business Enterprise.**

**Women Owned Business Enterprise (WBE):**

At least 51% is owned by women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

**Minority Business Enterprise (MBE):**

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

***Corporation:***

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

**Partnership:**

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

**Individual:**

Self-explanatory

For certification in one of above, the bidder must contract:

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-1965



## CONTRACT

### A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of \_\_\_\_\_ (Division) and \_\_\_\_\_(the Contractor).
2. The Contract shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C 1 of this Agreement.)

### B) Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

a) Comprehensive General Liability	\$1,000,000
and b) Medical/Professional Liability	\$1,000,000/ \$3,000,000
or c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or d) Product Liability	\$1,000,000/\$3,000,000

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

e) Automotive Liability (Bodily Injury)	\$100,000/\$300,000
f) Automotive Property Damage (to others)	\$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.
8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
  - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
  - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
  - c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.



In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Division at:

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To the Contractor at:

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13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department.

Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.

16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A - Divisional Requirements

Appendix B - Services Description

Appendix C - Contract Budget

Appendix .....

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

### C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ \_\_\_\_\_ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is

responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.

3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

#### D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM #46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.
4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40 (PM #40, effective 3/10/2008), and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.

6. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.

E) Authorized Signatures:

For the Contractor:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Department:

\_\_\_\_\_  
Vincent P. Meconi  
Secretary

\_\_\_\_\_  
Date

For the Division:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

## **Appendix A**

### **Divisional Requirements**

1. The contractor agrees to meet or exceed all minimum service standards as indicated in the service specifications and all other requirements contained in Request For Proposal.
2. The Contractor must maintain documentation to support all payment claims submitted to and paid by the Division.
3. The contractor agrees to submit monthly, quarterly, and annual program performance reports and other reports as required by the Division ten (10) days after the end of the reporting period. Payments for the following months may be withheld if the contractor fails to comply with these requirements.
4. The Contractor's fiscal records and accounts, including those involving other programs which may be substantially related to this contract, shall be subject to audit by duly authorized Federal and State officials.
5. The contractor agrees that the project will be carried out in accordance with the policies and procedures established by the Department, and the terms and conditions of this contract and RFP application as approved by the Department.
6. The contractor agrees, if applicable, to participate in Local Coordinating Team meetings that will enable personnel to perform more effectively on the project. A contractor who serves more than one county must designate a representative for each county in which they provide service. Failure to participate in the LCT meetings may result in termination of the contract.
7. The contractor agrees to cooperate and assist in efforts undertaken by the Division, the U.S. Department of Health and Human Services, or any other agency or organization duly authorized by any of the preceding to evaluate the effectiveness, feasibility and cost of the program/service.
8. The contractor agrees that no personal information obtained from an individual in conjunction with the project shall be disclosed in a form that identifies an individual without the written and informed consent of the individual concerned.
9. Notice of any vacant staff positions included in the budget and paid for by Division funds, must be given to the Division if the position remains vacant for longer than ten (10) working days. The Division, at its discretion, can recoup the lost value associated with positions that remain vacant for longer then ten (10) working days.
10. If, at any given time, the Contractor cannot provide the contracted and authorized services, the Division has the authority to remove the funds from the contract.



11. The Contractor recognizes that the Division does not grant or sub-grant any of its federal funds to the Contractor. The relationship between the Contractor and the Division is solely a contractual relationship.
12. There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.
13. Contracted staff who, as part of their contractual obligation, are required to access information from and/or enter information into the Division of Social Services various data bases such as the Delaware Client Information Systems, shall be subject to a criminal background check when the contract begins or when the contract is renewed if the original contract began before this requirement. The vendor is responsible to replace any staff person who fails to pass the criminal background check based on the DSS assessment of the results.

# Waiver of Insurance Coverage

## Background

The Department's new standard contract boilerplate contains a set of updated clauses relating to the type and amounts of insurance coverage required of contractors/vendors that do business with the Department. These clauses were developed with the input and guidance of the Attorney General's Office and the State Office of Risk Management.

In certain instances, the cost of obtaining such insurance coverage, although nominal, may cause an undo burden to the contractor/vendor and jeopardize the ability of the Department to complete the agreement.

In such cases, the affected Division Director may request a waiver of the insurance coverage amounts, using the following procedure. This waiver process is for the coverage limits only. As in the past, all contractors must maintain general and liability coverage, or submit to the Division proof of sufficient assets for self-insurance. The Department will not waive the requirement for insurance or self-insurance under any circumstances.

## Procedure

- 1) During the contract negotiating process, should a potential vendor voice concern that the required insurance coverage amounts will cause them to withdraw from consideration, the Division shall request the vendor to submit the following information in writing:
  - a description of its current insurance type and coverage amount,
  - a quote from its insurance provider of choice for a policy that will meet the minimum requirements of the contract. This quote shall be on the insurance carrier's corporate letterhead.,
  - a statement as to why the required coverage amounts are burdensome.
- 2) The Division Director will then submit a request to waive the Department's insurance coverage amounts to the Director, Division of Management Services.

This request shall contain the following information:

- information from the vendor and its insurance carrier gathered as part of Step #1 above,
- a statement describing the type of service to be provided under the proposed agreement, the frequency of delivery, the location of service delivery,
- the period of performance of the proposed agreement,

- any other information regarding the proposed agreement that will enable the Office of Risk Management to make an informed judgment on the waiver request.
- 3) The waiver request will be reviewed by the Division of Management Services and forwarded to the State Office of Risk Assessment for an opinion.
  - 4) The decision of the Office of Risk Assessment will be returned to the Division of Management Services, which will in turn, inform the requesting Division.
  - 5) It is expected this process will take approximately five working days once the waiver request has been submitted to the Division of Management Services with all the required information.



## DELAWARE HEALTH AND SOCIAL SERVICES

POLICY MEMORANDUM NUMBER 46 (Replaces 5/27/87)

REVISED 5/5/97

**SUBJECT: STANDARDIZED REPORTING AND INVESTIGATION OF SUSPECTED ABUSE, NEGLECT, MISTREATMENT, MISAPPROPRIATION OF PROPERTY, AND SIGNIFICANT INJURY OF RESIDENTS/CLIENTS RECEIVING SERVICES IN RESIDENTIAL FACILITIES AND DAY PROGRAMS OPERATED BY OR FOR DHSS**

### I. PURPOSE

- A. To protect the right of residents/clients of Delaware Health and Social Services (DHSS) facilities and day programs to be free from abuse, neglect, mistreatment, misappropriation of property or significant injury.
- B. To require that each Division that has residential or day programs establish standardized written procedures for the reporting, investigation and follow-up of all incidents involving suspected resident/client abuse, neglect, mistreatment, misappropriation of property or significant injury.
- C. To require that all DHSS long-term care residential facilities comply with The Patient Abuse Law (16 Del. C., section 1131, et seq.) and the Rules and Regulations Governing Delaware's Patient Abuse Law (Attachments I and II); and that all Medicaid- and/or Medicare-certified long-term care facilities and Intermediate Care Facilities for Mental Retardation (ICF/MR) comply with the federal regulations (42 CFR) and State Operations Manual for such facilities.
- D. To require that all DHSS residential facilities and day programs comply with all applicable state and federal statutes, rules and regulations pertaining to suspected abuse, neglect, mistreatment, misappropriation of property or significant injury.

## II. SCOPE

- A. This policy applies to anyone receiving services in any residential facility or day program operated by or for any DHSS Division, excluding any facilities/programs in which the only DHSS contract is with the DHSS Division of Social Services Medicaid Program.
- B. This policy is not intended to replace additional obligations under federal and/or state laws, rules and regulations.

## III. DEFINITIONS

- A. Abuse shall mean:
  - a. Physical abuse - the unnecessary infliction of pain or injury to a resident or client. This includes, but is not limited to, hitting, kicking, pinching, slapping, pulling hair or any sexual molestation.
  - b. Emotional abuse - ridiculing or demeaning a resident or client, cursing or making derogatory remarks towards a resident or client, or threatening to inflict physical or emotional harm to a resident or client.
- B. Neglect shall mean:
  - a. Lack of attention to the physical needs of the resident or client including, but not limited to, toileting, bathing, meals, and safety.
  - b. Failure to report client or resident health problems or changes in health problems or changes in health condition to an immediate supervisor or nurse.
  - c. Failure to carry out a prescribed treatment plan for a resident or client.
- C. Mistreatment shall mean the inappropriate use of medications, isolation, or physical or chemical restraints on or of a resident or client.
- D. Misappropriation of Property shall mean theft of resident/client money or property; use of resident/client money or property without permission of the resident/client or guardian; acceptance by staff of resident/client money or property regardless of permission; and mishandling of resident/client money or property.
- E. Significant Injury is one which is life threatening or causes severe disfigurement or significant impairment of bodily organ(s) or function(s) which cannot be justified on the basis of medical diagnosis or through internal investigation.
- F. Day Programs are those which provide supervised care and structured activities several hours a day on a regularly scheduled basis. Day programs shall also include mental health and alcohol and drug outpatient treatment services provided by or for DHSS.

G. Residential Facility shall include any facility operated by or for DHSS which provides supervised residential services.

H. Long-Term Care Facility is any facility operated by or for DHSS which provides long-term care residential services and the Delaware Psychiatric Center.

I. High managerial agent is an officer of a facility or any other agent in a position of comparable authority with respect to the formulation of the policy of the facility or the supervision in a managerial capacity of subordinate employees.

#### IV. RESPONSIBILITIES

A. The Director, or his/her designee, of each Division covered by this policy is hereby designated as an official DHSS designee under the State Mandatory Patient Abuse Reporting Law.

B. Each Division will develop written procedures consistent with the standards contained in this policy and which will be activated immediately upon discovery of any suspected abuse, neglect, mistreatment, misappropriation of property or significant injury. These procedures must clearly outline the reporting chain from the witness to the Division Director, and other appropriate parties, to require the expedient relay of information within the required time frames.

C. These standardized procedures shall apply whether the significant injury, suspected abuse, neglect, mistreatment or misappropriation of property may have been caused by a staff member of the residential facility or day program, or by any other person, whether on or off the grounds of the residential facility or day program. When there is suspicion of facility/program negligence, client-to-client incidents shall also be reported.

D. The standardized procedures shall be approved by the appropriate Division Director prior to implementation. The Division Director or designee shall forward a copy of the approved procedures to the Office of the Secretary, and other appropriate agencies, including the Division of Management Services.

E. Each Division will require that the standards established in this policy are incorporated in all divisional residential and day program operational procedures and all residential and day program contracts. Each Division shall require that all consumers and providers of these programs be informed of their specific rights and responsibilities as defined in the Division's written procedures.

F. Each Division shall require that all levels of management understand their responsibilities and obligations for taking and documenting appropriate corrective action.

G. Each Division shall require appropriate training of all staff and contract providers in the PM 46 policy and procedures. Such training shall also include

the laws prohibiting intimidation of witnesses and victims (11 Del. C., sections 3532 through 3534) and tampering with a witness or physical evidence (11 Del. C., sections 1261 through 1263 and section 1269).

H. Each Division shall develop quality assurance/improvement mechanisms to monitor and oversee the implementation of the PM 46 policy and procedures. Each Division shall forward a quality assurance/improvement report to the Secretary's Office for review on a quarterly basis.

## V. STANDARDS/PROCEDURES

Standard and consistent implementation of this Department policy is required. Each Division's written procedures shall include the following:

A. Employee(s) of the residential facility or day program, or anyone who provides services to residents/clients of the facility or program, who have reasonable cause to believe that a resident/client has been abused, mistreated, neglected, has had property misappropriated or has received a significant injury shall:

1. 1. Take actions to assure that the resident(s)/client(s) will receive all necessary medical attention immediately.
2. 2. Take actions to protect the resident(s)/client(s) from further harm.
3. Report immediately to the Department's designee for the appropriate Division under the State Mandatory Patient Abuse Reporting Law (if the incident occurred in a long-term care facility or if the client was a resident of a long-term care facility); and to the Department of Services for Children, Youth and Their Families/Division of Family Services (if the client is a minor, as required under 16 Del.C., section 903).
4. Report immediately to the facility/program director and the Division's designated recipient(s) of PM 46 reports.
5. Follow up with a written report to the persons/agencies named in A.3 and A.4 within 48 hours.

B. In addition to the above named persons, any other person may make a report to a staff person of the facility or to the Division director or his/her designee. Such a report shall trigger activities under V.A. items 1 through 5.

C. Each report of suspected abuse, neglect, mistreatment, misappropriation of property or significant injury must include:

1. The name and sex of the resident or client.
2. The age of the resident or client, if known.
3. Name and address of the reporter and where the reporter can be contacted.
4. Any information relative to the nature and extent of the abuse, neglect, mistreatment, misappropriation of property or significant injury.

5. The circumstances under which the reporter became aware of the abuse, neglect, mistreatment, misappropriation of property or significant injury.
6. What action, if any, was taken to treat or otherwise assist the resident or client.
7. Any other information which the reporter believes to be relevant in establishing the cause of such abuse, neglect, mistreatment, misappropriation of property or significant injury.

D. The Division's designated recipient of PM 46 reports shall report immediately to the Office of the Secretary; the Office of the Attorney General/Medicaid Fraud Control Unit; the Office of Health Facilities Licensing and Certification (for Medicaid- and/or Medicare-certified long-term care facilities); the appropriate state licensing agency for the program, if applicable; and the Division Director or designee all allegations of abuse, neglect, mistreatment, misappropriation of property and significant injury.

E. The Division Director or his/her designee shall notify the appropriate police agency immediately in the event that the health or safety of a resident/client is in immediate danger from further abuse, mistreatment or neglect, if criminal action is suspected, or if a resident/client has died because of suspected abuse, mistreatment, neglect or significant injury. The Deputy Attorney General, Civil Division, responsible for the Division's legal work shall be notified if the police were contacted. The Chief Medical Examiner shall be immediately notified if a resident/client has died because of suspected abuse, mistreatment, neglect, significant injury, or as a result of any cause identified by 29 Del. C., section 4706.

F. The Division Director or his/her designee shall notify the Office of the Attorney General/Medicaid Fraud Control Unit, immediately if there exists reasonable cause to believe that a client has died as a result of abuse, neglect, mistreatment or significant injury.

G. An investigation and evaluation of the initial report of suspected abuse, neglect, mistreatment, misappropriation of property or significant injury shall be initiated immediately by the Division Director or his/her designee. The investigation and evaluation, with a written report, shall be made within 24 hours, if the Division has reasonable cause to believe that the resident's/client's health or safety is in immediate danger from further abuse, neglect or mistreatment. Otherwise, the investigation, evaluation and written report, up to and including the Division Director's or designee's signed review of the report, shall be made within 10 days.

H. The investigative process shall be confidential and not subject to disclosure pursuant to 24 Del. C., section 17-68. Each investigative report shall be labeled as confidential, pursuant to 24 Del. C., section 17-68. Each investigation shall include the following:

1. A visit to the facility, day program or other site of incident.



2. A private interview with the resident or client allegedly abused, neglected, mistreated, whose property was misappropriated or whose injury was significant.
3. Interviews with witnesses and other appropriate individuals.
4. A determination of the nature, extent and cause of injuries, or in the case of misappropriated property, the nature and value of the property.
5. The identity of the person or persons responsible.
6. All other pertinent facts.
7. An evaluation of the facility or day program named in the report to determine the potential risk of any physical or emotional injury to any other resident or client of that facility or day program.

I. A written report containing the information identified in V.H. shall be completed within the time frames identified in V.G. and shall include a summary of the findings and recommendations, utilizing the Department's standardized forms.

J. The report shall be sent to the facility/program director, if appropriate, and then to the Division Director or designee. The facility/program director and the Division Director or designee shall review the report. If the incident is serious, the Division Director must review the incident with the Department Secretary prior to the completion of the report. The facility/program director and the Division Director or designee shall indicate in writing their concurrence or non-concurrence with the findings and recommendations, including appropriate corrective or preventive action, utilizing the Department's standardized forms, within the time frames identified in V.G.

K. If the facility is a Medicaid- and/or Medicare-certified long-term care facility, or an ICF/MR, the report (as specified under section V.C. of this policy) of suspected abuse, neglect, mistreatment, misappropriation of resident/client property, or significant injury (and any other incidents as specified in 42 CFR) shall be sent to the appropriate authorities, as required in the respective regulations under 42 CFR, within 5 working days of the incident.

L. The Office of the Attorney General/Medicaid Fraud Control Unit, and the Office of the Long-Term Care (LTC) Ombudsman shall be immediately notified, either orally or in writing, when an investigation has verified abuse, neglect, mistreatment, misappropriation of resident/client property, or significant injury. The written report containing the summary of the Division's findings and recommendations shall be forwarded to the Office of the Attorney General/Medicaid Fraud Control Unit, and the Office of the LTC Ombudsman within 5 days following the completion of the investigation by the Division Director or designee. If the investigation determines that there is reasonable cause to believe that a resident/client has died as a result of abuse, neglect, mistreatment, or significant injury, the Division Director or designee shall immediately report the finding and conclusions to the Office of the Attorney General/Medicaid Fraud Control Unit, the Office of the LTC Ombudsman, and the Office of the Secretary.

M. The Office of the Secretary shall be informed in writing of the results of the investigation, including the findings and recommendations, within 5 days following the completion of the investigation by the Division Director or designee.

N. The Division Director or designee shall notify the appropriate licensing or registration board, if the incident involved a licensed or registered professional, and the appropriate state or federal agency, including the appropriate state licensing agency of the program, if applicable, upon a finding of: 1) abuse, mistreatment, neglect, misappropriation of resident/client property, or significant injury; 2) failure to report such instances by a licensed or registered professional; or 3) failure by a member of a board of directors or high managerial agent to promptly take corrective action.

O. The Division Director or designee shall notify the resident/client, the guardian of the resident/client, if applicable, and the reporter of the results of the investigation, unless otherwise prohibited by law.

P. The Division Director or designee shall, at the conclusion of the PM 46 investigation, notify the DHSS employee (or the agency director for contract providers) of the verified or unverified status of the PM 46 investigation, unless otherwise prohibited by law.

## VI. IMPLEMENTATION

A. This policy shall be effective 05/23/97.

B. In carrying out this policy, all parties must protect the confidentiality of records and persons involved in the case, and may not disclose any investigative report except in accordance with this policy.

*Carmen R. Nazario*

Carmen R. Nazario, Secretary  
Delaware Health & Social  
Services

## **Appendix B**

### **Medical Certification**



**Department of Health  
and Social Services,  
Division of Social Services**

Dear Health Care Provider:

The person named above has disclosed a limited ability to work or participate in work-related activities. Please complete this form to document and verify the client's medical issue and/or limitations. This information will help us determine what kind of work the client can perform. Please feel free to attach additional pages if necessary and return the documents in the enclosed postage paid envelope to:

**Worker Name (Print)**

**Address**

**Phone Number**

**Client Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Case Number: \_\_\_\_\_

**Doctor Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**MEDICAL PROGNOSIS**

(Please answer all questions)

**If there are no known physical or mental health conditions which limit the client's participation in 30 hours a week of work or in work-related activities, initial here \_\_\_\_\_.**

(Please also sign and date the form in the section after the Functional Review)

1. **Date of Examination:** \_\_\_\_\_ **Estimated Due Date:** \_\_\_\_\_ (If Pregnant or if on bed rest please note in Section A)

2. **Diagnosis:** \_\_\_\_\_  
\_\_\_\_\_

3. **Please circle system that is related to the client's condition or impairment:**

Musculoskeletal	Cardiovascular	Digestive	Special Senses and Speech
Neurological	Immune Systems	Respiratory	Malignant Neoplastic Diseases
Hematological Disorders	Endocrine	Mental Disorders	Multiple Body Impairment
Genitourinary	Skin Disorders		

**Section A Description of Diagnosis/Impairments** (Please include ICD codes):

4. **What is the estimated duration of the patient's medical condition?**

☐ 1 months    ☐ 2 months    ☐ 3 months    ☐ 4 months    ☐ 5 months    ☐ 6-12 months    ☐ more than 12 months

5. **Does the incapacity of the patient named above require the presence of another individual in the home to care for the patient?**    Yes \_\_\_\_\_    No \_\_\_\_\_



Department of Health  
and Social Services,  
Division of Social Services

**FUNCTIONAL REVIEW**

6. **The patient can** (Please check applicable boxes):

	<u>Yes</u>	<u>No</u>	<u>Don't Know</u>	<u>Limited or with Modifications</u>
• Sit or stand up to 4 hours	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Climb a flight of stairs or walk 100 yards without pause	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Participate in a small group setting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Deal with constructive feedback	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Function best in a.m. or p.m. or anytime (circle all that apply)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Demonstrate insight into problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Follow written directions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Follow verbal directions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Be punctual and keep a schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Participate in training and/or education program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Lift up to _____ pounds (please fill in the blank)				
• Other: _____				
7. If substance use/dependence has been an issue, Patient is engaged in a treatment program	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Accommodations or modifications needed to participate in any of the above:**

8. **Duration of patient's functional limitations are:**

☐

Permanent

☐

Temporary

☐

Non-Existent

**Basis for functional limitation duration selection:**

**Medical Professional's Name (Printed):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Medical Professional's Signature & Title:** \_\_\_\_\_